

## **REMARKS**

### **Summary of Office Action**

Claims 1, 6, 8-10, and 17-32 are pending. Claim 8 is objected to. Claims 8, 9, 23, 24, 26, 30, and 31 are rejected under 35 U.S.C. § 112, second paragraph. The specification is objected to for formalities. Claims 1, 8-10, 17-21, 23-28 and 30-32 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gardner et al. (U.S. Pat. No. 5,758,327) in view of Flitcroft et al. (U.S. Pub. No. 2003/0018567). Claims 6, 22, and 29 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gardner in view of Flitcroft and in further view of Engberg (U.S. Pub. No. 2003/0158960).

### **Summary of Response to Office Action**

Applicants thank the Examiner for permitting the corrections of the Specification to be delayed until the substantive issues are resolved.

Claims 8, 9, 23, 24, and 26-32 are amended.

Applicants traverse the rejections and assert that the amended claims are patentably distinct over the cited art.

No new matter has been added by this amendment. Reconsideration and allowance is requested.

### **Claim Objections**

Claim 8 is amended to comply with the Office Action.

### **Claim Rejections under 35 U.S.C. § 112**

Claims 8, 9, 23, 24, 26, 30, and 31 are rejected under 35 U.S.C. § 112, second paragraph. Claims 8, 23, 30 are amended to comply with the Office Action. Claims 9, 24, 31 are amended to comply with the Office Action. Claim 26 is amended to more particularly point out the claimed invention. Claim 26 recites a non-transitory computer program product. Withdrawal of the claim rejections is requested.

**Claim Rejections under 35 U.S.C. § 103**

Claims 1, 8-10, 17-21, 23-28 and 30-32 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gardner in view of Flitcroft. Claims 6, 22, and 29 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Gardner in view of Flitcroft and in further view of Engberg. Applicants traverse the claim rejections and assert that all claims are patentably distinct over the cited art.

Consider a portion of claim 1, which recites in relevant part:

the issuing means of the managing server is adapted to generate a purchaser reference number in the form of a unique number,  
the generated purchaser reference number being associated with the individual purchaser and with the purchasing rules for said individual purchaser and for said purchasing organization,  
the purchaser reference number being issued and distributed to the second communication terminal being adapted to be operable by an individual purchaser in dependence on the purchasing rules;  
the managing server being adapted to validate and accept a transaction amount associated with the purchaser reference number by said individual purchaser and said purchasing organization;  
the managing server being adapted to receive information relating to a purchase in progress and comprising the purchaser reference number and a transaction amount associated with said purchase in progress from a first communication terminal being operable by a provider or from a second communication terminal being operable by said individual purchaser;  
the managing server being adapted to:  
examine whether the received information relating to said purchase in progress is in accordance with the purchasing rules; and  
send a notification from the managing server, as a result of the information relating to the purchase being found to be correct in the examining, to the first communication terminal being operable by the provider so as to validate the purchase and give the provider a right to invoice said transaction amount.

The Office Action admits that the elements above are not explicitly disclosed by Gardner, but argues that Flitcroft discloses the above elements and that Gardner could be modified with Flitcroft to provide the above elements. Applicants respectfully disagree.

Specifically, the Office Action argues that it would have been obvious to one of ordinary skill in the art at the time of the invention to include a unique reference number as taught by Flitcroft in the system of Gardner when generating authorization for a purchase order, since the claimed invention is merely a combination of old elements, and in the

combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination would be predictable. Final Office Action, page 8.

However, modifying Gardner with the system of Flitercroft would render Gardner unsatisfactory for its intended purpose. *In re Gordon*, 733 F.2d 900, 221 USPQ 1125 (Fed. Cir. 1984). Here, the Office Action is trying to modify the system of Gardner which is designed to store the vendor catalogs on a central server to the system recited in claim 1 that responds to “a purchase in progress [] comprising the purchaser reference number and a transaction amount associated with said purchase in progress from a first communication terminal being operable by a provider.”

Gardner is clearly designed to store the vendor catalogs on the central server. See Fig. 1. Also, see col. 9, lines 14-18, “non-catalog requisitions will typically require involvement by a buyer who locate a vendor of the item or items and who may negotiate prices.” So, in Gardner there is a catalog that is available (see col. 5, lines 44-56) for the purchaser with catalog items that are “pre-approved and pre-negotiated.” Col. 5, lines 33-34.

The goal of Gardner is described as “to handle the majority of customer transactions via the catalog model, thereby capitalizing on previously negotiated contracts and eliminating non-value-added activities.” Col. 5, lines 39-42. Modifying Gardner so that the catalog is no longer stored on the central computer system, but so that Gardner would only receive information regarding “a purchase in progress” would render Gardner unsatisfactory for its intended purpose by moving Gardner from a system that stores a catalog as described above to receiving information regarding a purchase in progress. This changes the principle of operation of Gardner.

The elements of claim 1 have the following advantage. By associating a purchaser reference number with an individual purchaser and with the purchasing rules, where the purchasing rules are “received by the client terminal”, the managing server can validate a purchase for a “provider” without the “provider” and the “purchasing organization” having a direct relationship. And the validation can “give the provider a right to invoice said transaction amount.” Additionally, the purchasing rules can be changed to suit the needs of the moment of the purchasing organization.

Moreover, Gardner does not disclose or render obvious at least the following elements.

the client terminal is adapted to provide purchasing rules to said managing server \*\*\*

The Office Action argues that the above elements are disclosed by Gardner. Applicants respectfully disagree. Gardner may disclose storing requisition rules on a managing server, but Gardner does not disclose receiving the rules electronically from a terminal. The recited elements have the advantage of enabling the purchasing rules to be changed to suit the needs of the moment of the purchasing organization.

The elements of claim 1 have the following benefits: (1) a purchase made by a specific individual purchaser is validated before the purchase is closed and the provider is given a validated right to invoice the purchasing organization a certain validated amount; (2) the purchase is attested in advance in accordance with the purchasing rules; and, (3) real time traceability per individual purchaser from the purchasing is enabled.

Moreover, after the validation, the purchasing organization has information about the purchase and the provider has a confirmation that he can safely deliver, invoice and receive payment from the purchasing organization.

The claimed invention enables a service to be managed and administered by means of the managing server by a third party external from the managing organization. And it enables the distribution of instructions to providers regarding the rules for purchase, delivery and invoicing.

The invention has the following additional advantages. The invention enables an improved purchase and invoice management for a purchasing organization. Specifically, the purpose is to enable electronic invoicing from all vendors, including those who cannot fulfill the normal requirements for electronic invoicing and such vendors that were previously unknown to the purchasing organization.

Despite the fact that electronic invoicing has been available for decades, electronic invoicing prior to the invention recited in claim 1, limits the number of possible providers for at least the following reasons: electronic purchasing has required 1-to-1 relationships between the purchasing organization and the provider; electronic purchasing has required

system integration; electronic purchasing system did not permit invoices from to be received from unknown parties; electronic purchasing systems made it is too labor intensive to enroll and implement providers; and, electronic purchasing systems lacked standards.

Neither alone nor in combination do Gardner, Flitcroft, and Engberg provide these advantages.

For all of the above reasons, allowance of claim 1 is requested. Additionally, since claims 6, 8-10, 17, and 18 depend from claim 1, allowance of claims 6, 8-10, 17, and 18 is requested for at least the same reasons as for claim 1.

Additionally, since claims 19 and 26 recite similar elements as claim 1, allowance of claims 19 and 26 is requested. Moreover, since claims 20-25 depend from claim 19, allowance of claims 20-25 is requested for at least the same reasons as for claim 19. Additionally, since claims 27-32 depend from claim 26, allowance of claims 27-32 is requested for at least the same reasons as for claim 26.

### **CONCLUSION**

In view of the foregoing, Applicant submits that the pending claims are in condition for allowance, and respectfully request reconsideration and timely allowance of the pending claims. Should the Examiner feel that there are any issues outstanding after consideration of this response, the Examiner is invited to contact Applicant's undersigned representative to expedite prosecution. A favorable action is awaited.

**EXCEPT** for issue fees payable under 37 C.F.R. § 1.18, the Commissioner is hereby authorized by this paper to charge any additional fees during the entire pendency of this application including fees due under 37 C.F.R. § 1.16 and 1.17 which may be required, including any required extension of time fees, or credit any overpayment to Deposit Account No. 50-0573. This paragraph is intended to be a **CONSTRUCTIVE PETITION FOR EXTENSION OF TIME** in accordance with 37 C.F.R. § 1.136(a)(3).

Respectfully submitted,



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